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Delaware, County Of And New York  
State Nurses Association

1145 CO  
26200 RN

**AGREEMENT**

**BETWEEN**

**NEW YORK STATE NURSES ASSOCIATION**

**AND**

**COUNTY OF DELAWARE**

**January 1, 1998 - December 31, 2001**

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

JUL 19 1999

EXECUTIVE DIRECTOR

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## **PREAMBLE**

AGREEMENT between (1) The New York State Nurses Association (hereinafter called the "Association"), and (2) The County of Delaware (hereinafter called the "Employer").

Employer and Association recognize their common interests beyond their collective negotiations relationship. Thus, they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care to the public both serve.

## **1. AGREEMENT SCOPE**

This agreement covers each full-time (hereinafter called "regular") and part-time (hereinafter called "permanent part-time") employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereinafter called "employee") employed by the Employer to perform registered professional nursing as a Registered Nurse or Public Health Nurse employed in the Employer's Public Health Nursing Service, excluding all registered nurses employed by the Infirmary, and any positions designated as managerial or confidential.

## **2. ASSOCIATION STATUS**

### **2.01 Recognition**

Employer recognizes Association as the exclusive collective negotiating representative of every employee covered by this agreement.

### **2.02 Association Membership**

Employer will make available to every employee such material concerning Association membership as the Association may supply.

### **2.03 Association Dues Deduction**

Employer will, for each employee who, by written and signed direction so authorizes it, deduct from the wages due such employee in any month the regular dues fixed by Association for such month. Employer will, not later than the tenth (10th) day of the following month remit dues deducted for the preceding month to the Association. Each such authorization referred to above shall continue in force and effect until revoked: (a) in writing by the employee who signed it or (b) by termination of such employee's employment. Layoff and leave of absence do not constitute termination of employment for this paragraph's purposes.

### **2.04 Agency Shop**

Employer will, for each employee hired on or after the date of the Employer's execution of this agreement, which employee does not authorize Employer to deduct Association dues under Section 2.03 Association Dues Deduction or who is not otherwise certified by the Association to be a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to the Association. Each such agency shop fee deduction will continue in force and effect until revoked by: (a) an employee's written and signed direction under Section 2.03 Association Dues Deduction to deduct Association dues from the employee's wages or (b) termination of such employee's employment.

## **2.05 Association Business: Local Representative**

Association will designate one (1) employee as its local representative and authorize this employee to deal with the Employer about employment conditions and adjustments of problems arising under this agreement. Association will notify Employer of this representative's designation and authority, and any change in either.

The local representative will be permitted to transact official Association business directly related to the administration of this agreement during working hours, but at a reasonable time and in a reasonable manner that shall not unduly interfere with or interrupt the work of the local representative or other employees. The local representative must obtain prior approval of the Director of Patient Services to conduct Association business during the workday. Approval of such request shall be dependent on the work requirements of the department, but shall not be unreasonably denied. In requesting permission to conduct Association business, the local representative shall specify what other employee(s) will be involved, an estimate of the time required and the general nature of the business, i.e., processing of a grievance, observing working conditions, collective bargaining matters, etc.

When local representative or other Association representative or other employee meet by agreement with the Director of Patient Services, Personnel Officer, Chairman of the Board of Supervisors or his or her designee(s), such meeting shall be without loss of pay.

## **2.06 Association Business: General Representative**

A duly authorized general representative of the Association may visit Employer's premises, by prearrangement with Employer, at any reasonable time to discharge Association's duties as collective negotiating representative.

## **2.07 Association Business: Bulletin Board**

Employer will provide Association with and suitably locate bulletin board space on which to post: (a) official Association notices and (b) notices required by law. Association may also post such other matter as Employer may expressly and specifically approve.

# **3. PROFESSIONAL PRACTITIONER STATUS**

## **3.01 Health Services Advisory Board**

Employer agrees that the Director of Patient Services shall serve on the Health Services Advisory Board and shall have equal status with other members serving on this Board.

## **3.02 Staff Development**

Employer shall provide:

- a. A planned orientation program of two (2) weeks for each new employee.
- b. An organized program of in-service education on work time.

- c. A total of eleven (11) working days off with pay for all employees for participation in the activities of the New York State Nurses Association which are not solely concerned with Association collective bargaining activities. Request for such activities must be made in advance and approved by the Director of Patient Services.
- d. Paid time off and reimbursement for participation in educational institutes, workshops or meetings which will improve the individual's on-the-job performance. The number of inservices will be regulated by the budgetary allowance set aside for such activities. Requests for such activities must be made in advance, in writing, to the Director of Patient Services. Approval or denial by the Director of Patient Services must be made in writing with reasons for denial.
- e. If the Employer requires an employee to have initial and/or updated Patient Review Instrument training, Employer will pay the cost of such training. The number of staff required to undergo such training will be determined by the Director of Patient Services.
- f. Employer shall pay for the State-mandated course "Identification and Reporting of Child Abuse and Maltreatment" if it is provided by Delaware County. Employees who have taken the course prior to the execution of this agreement shall be reimbursed a maximum of five dollars (\$5.00) each.
- g. The Employer shall pay for the State-mandated "Infection Control" course.
- h. Cooperative annual evaluation and recording of a nurse's performance and experience will take place within ninety (90) calendar days of the final supervisor's field visit. However, any unsatisfactory work will be discussed with the nurse involved within seven (7) calendar days of each field visit.

### **3.03 Nursing Practice Committee**

The Employer agrees to recognize a Nursing Practice Committee established by the registered professional nurses covered by this agreement. The sole purpose of the Nursing Practice Committee shall be to review and make recommendations concerning professional nursing practices and staff development in the Public Health Nursing Service. The Nursing Practice Committee shall not make recommendations relative to the performance of individual nurses nor any matter covered by this agreement nor any other matter not related to professional nursing practices.

The Employer's agreement to recognize and meet with the Nursing Practice Committee shall in no way be construed as diminishing any of the Employer's management rights. The intent of this provision shall be only to ensure that the registered nurses covered by this agreement are afforded an opportunity to make recommendations concerning professional nursing practices and staff development and that the Director of Patient Services shall give consideration to same. The Employer's acceptance or rejection of any recommendation made by the Nursing Practice Committee or any other matter involving this Committee shall not be subject to the grievance procedure contained in Section 13

Grievance Adjustment of this agreement. The Nursing Practice Committee shall conduct its activities outside of regular working hours except in those instances where the Director of Patient Services may agree to meet with the Committee during regular working hours. The Director of Patient Services will meet with the Nursing Practice Committee at least twice annually when requested to do so by the Committee and at such other times as are agreeable with the Director of Patient Services.

#### **4. EMPLOYEE STATUS**

##### **4.01 Qualifications**

Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York State. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment, and will check and record the registration of every employee biennially.

##### **4.02 Classifications**

An employee will be classified as either (a) regular, or (b) permanent part-time.

##### **4.03 Regular Employee**

A regular employee is an employee covered by this agreement who is employed on a regular basis (year-around) to work a normal workweek in the Employer's Public Health Nursing Service. A regular employee will receive full fringe benefits.

##### **4.04 Permanent Part-Time Employee**

A permanent part-time employee is an employee covered by this agreement who is employed on a regular (year-around) basis to work less than a normal workweek but at least twenty-two and one-half (22-1/2) hours per week, and will receive benefits as provided in this agreement.

##### **4.05 Probationary Period**

Probationary period for competitive class employees shall be pursuant to New York State Civil Service Law and Delaware County Civil Service Rules. Probationary period for non-competitive class employees shall be as follows: An employee will be on probation for six (6) months following employment. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion, but will otherwise be covered by this agreement.

##### **4.06 Post-Probationary Discipline**

Except as stated in Section 4.05 Probationary Period, a competitive or non-competitive class employee will be demoted, suspended, otherwise disciplined or discharged only for just cause and Employer will promptly notify Association, in writing, of each such action not covered by Section 4.05 Probationary Period and the reason for it.

##### **4.07 Seniority: Acquisition**

Competitive class employees shall acquire seniority according to the New York State Civil Service Law and Delaware County Civil Service Rules. Non-competitive regular or permanent part-time employees will acquire seniority after completing the probationary period and such seniority will then date from the beginning of employment.

#### **4.08 Seniority: Definition and Types**

The definition and types of seniority for competitive class employees shall be pursuant to the New York State Civil Service Law and Delaware County Civil Service Rules. Seniority for non-competitive class employees means length of continuous employment by Employer in a position covered by this agreement. There will be two (2) types of seniority: (a) regular for a regular employee and (b) part-time for a permanent part-time employee.

#### **4.09 Seniority: Accrual**

Accrual of seniority by competitive class employees shall be pursuant to the New York State Civil Service Law and Delaware County Civil Service Rules. A non-competitive class employee whose employment has not been terminated by resignation or discharge will accrue seniority continuously.

#### **4.10 Seniority: Retention**

Retention of seniority by competitive class employees shall be pursuant to the New York State Civil Service Law and Delaware County Civil Service Rules. A non-competitive class employee who resigns will retain, but not accrue seniority for three (3) years provided the employee is re-employed by Employer during such time.

#### **4.11 Seniority: Loss**

Loss of seniority by competitive class employees will be pursuant to the New York State Civil Service Law and Delaware County Civil Service Rules. Except as stated in Section 4.10 Seniority: Retention a non-competitive class employee will lose seniority by resignation or discharge.

#### **4.12 Seniority: Application**

Competitive and non-competitive seniority shall be co-mingled for the purposes of vacation time selection (see Section 7.06 Vacations: Scheduling) and meeting attendance for staff development, seminars, workshops, or educational institutes. Selection of employees for meeting attendance shall be based on the training and staff development needs of the department as determined by the PHD/DOPS. However, in those situations where the department's needs can be met equally well by the attendance of other than a specific employee and more than one employee expresses a desire to attend a particular meeting, the employee with the greatest seniority will be given preference on a rotating basis to commence annually.

For purposes of layoff and recall, seniority shall apply as provided for in Section 5.04 Layoff and Recall.

Promotions to the competitive positions of Public Health Nurse, Supervising Public Health Nurse and Director of Long Term Care shall be governed by the New York State Civil Service Law and Delaware County Civil Service Rules. When considering employees whose names appear on the Civil Service Certification of Eligibles, the PHD/DOPS will consider, but not be limited to, the following factors when selecting an employee to be promoted: 1) evaluations; 2) attendance; 3) communication skills; 4) leadership and managerial skills when applicable; 5) inter-personal relationships. When the foregoing factors are reasonably equal, the employee with the greatest seniority will be promoted.

#### **4.13 Seniority: Lists**

Employer will, on execution of this agreement and at least semi-annually thereafter, in January and July of each year, post and furnish to Association, seniority lists and will correct such lists from time to time as may be necessary. The posted list for non-competitive employees will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from the time it is posted. If an employee is on a leave of absence from work for an extended period of time, a copy of the posted list will be sent to the employee return receipt requested and the employee will have thirty (30) days from the time they receive the list to protest same.

### **5. WORK TIME**

#### **5.01 Normal Workday**

For purposes of computing an employee's basic compensation rate, the employee's normal workday will be seven and one-half (7-1/2) consecutive work hours excluding any scheduled meal period. The meal period may be one (1) hour or one-half (1/2) hour depending upon the circumstances. Such meal period shall be taken at a time near the midpoint between the start and end of the workday.

By mutual agreement of an employee and the PHD/DOPS, the start and ending time of the employee's regular workday may vary from the normal workday. In the event PHD/DOPS requires a workday other than the normal workday and no employee volunteers to work the mandated workday, the least senior qualified employee will be assigned to the mandated workday. All modified workdays shall be for seven and one-half (7-1/2) consecutive work hours excluding scheduled meal periods. Subject to department work requirements, requests by employees for other than normal workdays shall not be unreasonable denied.

#### **5.02 Normal Workweek**

For purposes of computing an employee's basic compensation rate, the employee's normal workweek will be thirty-seven and one-half (37-1/2) hours in five (5) workdays.

The normal workweek for those employees employed on or before the date the 1988-1990 contract is executed by the parties will be Monday through Friday.

The normal workweek for those employees employed after the 1988-1990 contract is executed by the parties may be other than Monday through Friday, but will at least be five (5) consecutive workdays with two (2) days off to be scheduled as needed by the Director of Patient Services.

#### **5.03 Work Obligation: Employee**

Unless an employee has a reasonable and valid excuse, the employee will work (a) the hours assigned as his or her normal workday and workweek and (b) such reasonable additional hours as Employer may reasonably request. An employee will report for work on time, ready, willing and able to work.

#### **5.04 Layoff and Recall**

1. Layoff of competitive class employees shall be pursuant to the New York State Civil Service Law and Delaware County Civil Service Rules.
2. The following shall apply to layoff of competitive and non-competitive class employees:
  - a. The Employer agrees to meet with the Association to discuss pending layoffs. However, this provision shall in no way be interpreted as limiting the Employer's right to unilaterally determine the number and types of positions to be eliminated. The purpose of such meetings shall be to discuss what individuals should be laid off as the result of a cut back in staffing. The Employer will provide the Association with a proposed list of employees to be laid off and a current seniority list.
  - b. The Employer will give employees at least fourteen (14) calendar days' notice of a layoff or compensation to the extent such notice is deficient.
  - c. Notification of layoff or recall shall be sent to the employee by registered mail, return receipt requested, to the employee's last known address.
  - d. Employees will have three (3) workdays from the date of delivery of a recall notice to inform the County of his/her intentions to accept the recall or refuse the recall. An employee who chooses to accept the recall, will have at least ten (10) workdays from the date he/she received notice to return to work. If the employee refuses the offer of re-employment or if he/she does not inform the County within three (3) workdays from the date of delivery of the recall notice of his/her intentions, the employee's recall rights and privileges shall terminate.
  - e. An employee with one (1) year of service in a position covered by this agreement and who is laid off and rehired within two (2) years in a position covered by this agreement, will have any unused sick leave they had at the time of their layoff restored.
  - f. The following shall apply if an employee is erroneously laid off due to an error made by the Employer in determining seniority rights and such layoff is protested in writing within thirty (30) days of the date of the layoff.
    - (1) The employee will be sent a recall notice pursuant to paragraph "c" of this provision.
    - (2) If the employee responds in the affirmative to the recall notice within the time frames set forth in paragraph "d" of this provision, the employee shall be entitled to their regular compensation for all hours they would have been paid had they not been laid off less any unemployment benefits or compensation they received from other employment while they were laid off.

(3) The employee shall be:

- a) Made whole for any benefit time that would have been accrued during the layoff period.
- b) Health insurance coverage shall be reinstated effective on the date the layoff commenced provided the employee did not have health insurance coverage from another source during the period of the layoff. In the event the employee obtained health insurance from another source during the time of their layoff, the County will reimburse the employee for the cost the employee incurred, if any, for such coverage, but not to exceed the cost of coverage the County would have incurred in providing health insurance if the employee had not been laid off.
- c) To the extent permitted by law and New York State Retirement regulations, the County will make the employee whole for any service credit lost under the New York State retirement system during the time of the layoff.

3. The following shall apply to the layoff and recall of positions in the non-competitive class:

- a. Layoffs shall be in the reverse order of seniority by title and type of position (regular full-time or permanent part-time), i.e., the least senior employee in the title and type of position to be abolished shall be laid off first. However, full-time employees to be laid off shall have the right to bump the least senior permanent part-time employee provided the full-time employee has greater seniority than the least senior permanent part-time employee.
- b. Within title and type of position, temporary, probationary and post probationary employees will be laid off in that order.
- c. Laid off employees will be placed on a full-time or permanent part-time recall list and shall retain recall rights for two (2) years from the date of last layoff.
- d. Whenever a vacancy occurs in a non-competitive class position, employees shall be recalled in the reverse order of their layoff by title and type of position. However, full-time employees on a layoff list will be given first opportunity to accept a permanent part-time position before a permanent part-time employee on a layoff list provided the full-time employee has greater seniority than the employee with the greatest seniority on the permanent part-time recall list.



## **5.05 Layoff and Recall: Compensation**

When an employee is laid off under Section 5.04 Layoff and Recall, he/she shall receive payment for all salary due, accumulated compensatory time, accumulated vacation and personal time up to the date of the layoff.

If the County elects to abolish a full-time PHN position, the full-time PHN to be laid off shall have the right to accept layoff or bump in the following order:

1. The least senior permanent part-time PHN provided the full-time PHN is willing to accept a permanent part-time position and the full-time PHN has greater seniority than the least senior permanent part-time PHN.
2. The least senior full-time RN provided the full-time PHN has greater seniority than the full-time RN.
3. The least senior permanent part-time RN provided the full-time PHN is willing to accept a permanent part-time position and the full-time PHN has greater seniority than the permanent part-time RN.

If the full-time PHN does not elect or does not have sufficient seniority to bump as provided for above, the full-time PHN will be placed on a preferred list as provided for under Civil Service Law and Rules.

If the County elects to abolish a full-time RN position, the full-time RN to be laid off shall have the right to accept layoff or bump the least senior permanent part-time RN provided the full-time RN is willing to accept a permanent part-time and the full-time RN has greater seniority than the permanent part-time RN.

If the full-time RN does not elect or does not have sufficient seniority to bump as provided above, the full-time RN to be laid off shall be placed on a recall list.

If the County elects to abolish a permanent part-time RN position, the permanent part-time RN to be laid off shall be placed on a recall list.

Employees who elect to be laid off rather than bump and who are subsequently recalled, shall be placed on the step they were on at the time they were laid off as provided for in Section 9.07 Benefit Retention.

Employees who bump into a lower title and who subsequently are reinstated to their former title shall have their rate of pay determined as if they had remained in the higher title.

Employees who bump into a title with a lower salary range shall either retain their current rate of pay if their current rate of pay is less than the maximum rate of pay for the lower title, or shall receive the maximum rate of pay for the lower title if their current rate of pay is greater than the maximum rate of pay for the lower title. January 1 following the date an employee bumps to a lower title, an employee will advance to the next step in pay.

Employees who are affected by layoff shall be eligible to return to their prior position or the equivalent of their prior position, in reverse order of seniority, should such position become available. Equivalent position shall mean same title (RN and PHN) and classification as defined in Section 4.02 Classifications.

## **6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED**

### **6.01 Basic Compensation Rate**

An employee's basic compensation rate, as stated in Schedule A of this agreement, will apply to the employee's normal workday and workweek.

### **6.02 Compensatory Time and Premium Compensation: Overtime Work**

Compensation time shall refer to hours worked in excess of seven and one-half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week. Except as otherwise provided in this agreement, compensatory time, up to and including forty (40) hours per week, shall be credited on an hour-for-hour basis; compensatory time in excess of forty (40) hours per week shall be credited at time and one-half (1-1/2).

Compensatory time may be accumulated up to one hundred fifty (150) hours after which any additional time earned shall be automatically paid. Employees with up to one hundred fifty (150) hours may, with mutual agreement of both the employee and the Director of Patient Services, use or be paid for any or all accumulated comp time or it shall accumulate. Absent mutual consent, those employees with fifty (50) hours or less comp time shall accumulate such time. Absent mutual consent, those employees with more than fifty (50) hours but not more than one hundred fifty (150) hours' comp time shall have the option of being paid for the time earned during the pay period, or shall accumulate such time. The County must be notified prior to the end of the pay period if the employee opts to be paid for time earned during a specific pay period. The employee's balance of comp time at the beginning of the pay period will govern what options are available to the employee during the pay period.

Holiday Time in Section 7.01 Holidays: Designation, Section 7.09 Leave for Death in Family: Basis and Amount, Section 7.11 Jury Duty Leave: Amount, Section 7.12 Military Leave, Section 7.04 Vacations: Amount and Section 7.07 Sick Leave: Entitlement and Amount (provided that the illness is verified to the Employer's satisfaction up to and including an M.D. statement submitted by the second Thursday following the end of the pay period) will be considered time worked for purposes of computing overtime.

Schedules will not be changed for the sole purpose of avoiding overtime payment.

### **6.03 Pay Period**

Compensation will be paid biweekly.

### **6.04 Minimum Call-In Time**

Normal Workday: Employees who have completed their normal workday during their normal workweek and who are then called to work will be paid for a minimum of three (3) hours or they will be granted a minimum of three (3) hours compensatory time in accordance with Section 6.02 Compensatory Time and Premium Compensation: Overtime Work of this agreement. Such guaranteed minimum call-in pay will not apply to an uninterrupted extension of the normal workday or where an employee is called in prior to the commencement of his or her normal workday and such call-in work extends into the starting time of his or her regularly scheduled workday.

**Unpaid Days Off:** Employees who make scheduled visits or who are called out on a previously scheduled or approved unpaid day off will be paid a minimum of four (4) hours at time and one-half (1-1/2) for hours worked, e.g., a nurse who works two (2) hours will be paid two (2) hours at time and one-half (1-1/2) plus two (2) hours at straight time or, by mutual agreement between the employee and the Director of Patient Services, equivalent compensatory time will be given in lieu of pay.

There shall be no minimum call-in time for unpaid days off not previously scheduled and taken off without approval.

**Paid Days Off:** Employees who make scheduled visits or who are called out on a previously scheduled or approved paid day off will be compensated in the same manner as a previously scheduled approved unpaid day off plus will receive compensation for the paid day off at the employee's regular compensation rate or equivalent time off.

Only one (1) minimum call-in will apply to a day (24 hours).

On a case-by-case basis, by mutual agreement of the employee and the PHD/DOPS, and at the option of the employee, the employee may be assigned a modified workday (flextime) instead of the employee receiving a minimum call-in time for meetings, home visits and other work scheduled outside of the employees normal workday (i.e., the employee's normal workday is 8:00 a.m. to 4:00 p.m. and the employee is scheduled to attend a meeting which starts at 6:00 p.m. and is expected to last approximately two (2) hours. The employee and the PHD/DOPS agree to change the employee's workday to 12 noon to 8:00 p.m.).

The above minimum call-in time shall apply to employees on-call who are actually called in to work as well as employees who are not on-call but are called in to work or employees who are scheduled to make visits on a normally scheduled day off.

Although the Employer may require an employee to work all or any part of a minimum call-in period, it will only do so when the work assigned is necessary and needs to be completed at the time of the call-in or scheduled visit.

## **7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED**

### **7.01 Holidays: Designation**

Each regular employee will receive these holidays annually:

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Two (2) Floating Holidays

A permanent part-time employee will receive these holidays annually:

New Year's Day  
Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Day  
One (1) Floating Holiday

New Year's Day in the year 2000 shall be observed on December 31, 1999 resulting in the observance of twelve (12) holidays in 1999 and ten (10) holidays in 2000.

**7.02 Holidays: Compensation**

An employee entitled to a holiday under Section 7.01 Holidays: Designation who does not work on the holiday, will be compensated at the employee's regular compensation rate.

**7.03 Holidays: Scheduling**

If a holiday falls in an employee's vacation, the vacation will be extended by one (1) workday; if a holiday falls on a Saturday, it is observed on Friday; if a holiday falls on Sunday, the ensuing Monday will be observed as the holiday.

**7.04 Vacations: Amount**

The following vacation plan shall be implemented.

**Full-Time Schedule**

One (1) year but less than seven (7) years of continuous service, ten (10) working days;

January 1st of the year in which an employee reaches seven (7) years of continuous service, fifteen (15) workdays;

January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twenty (20) working days.

**Permanent Part-Time Schedule**

One (1) year but less than seven (7) years of continuous service, six (6) working days;

January 1st of the year in which an employee reaches seven (7) years of continuous service, nine (9) working days;

January 1st of the year in which an employee reaches fourteen (14) years of continuous service, thirteen (13) working days.

1. January 1st of each year shall be the date on which employees qualify for vacation pay allowance as hereinafter provided.
2. Vacation eligibility shall be established as follows:
  - a) To be eligible to receive a full vacation, an employee must have worked during at least sixty percent (60%) of the pay periods during the calendar year prior to January 1st.

- b) An employee who does not meet the requirements of a) above may receive a prorated vacation if the absence was caused by circumstances beyond his/her control.
- c) Employees entering the employ of Delaware County throughout the year shall have their first (1st) year's vacation prorated as of the January 1st date following their date of employment. Such amount shall be the allowable paid vacation time to be taken during the ensuing calendar year.
- d) Prorated vacations shall be computed on the basis of  $\frac{1}{52}$  of his/her regular vacation allowance for each week that the employee did work in the employ of Delaware County during his/her qualifying period.
- e) Employees terminated, for any reason, prior to December 31st of their beginning year of employment, shall not be entitled to paid vacation days.
- f) After six (6) months of employment, a new employee may elect to take one-half ( $\frac{1}{2}$ ) of the prorated vacation he/she would have received on January 1st following the date of employment. If the employee terminates his/her employment prior to December 31st of his/her beginning year of employment, the employee will be required to pay back the Employer for any vacation time taken.
- g) After one (1) full calendar year of employment, employees may, upon their written request and with their department head's approval, carry over ten (10) accrued vacation days from the current vacation year to the succeeding vacation year.
- h) In situations where departmental work requirements make it difficult for an employee to use his or her vacation time, the employee may request that he/she be allowed to carry over additional vacation days, or that he/she be paid for all or part of any unused vacation days in excess of ten (10) days. Such requests will be subject to the approval of the Director of Patient Services and the Personnel Officer. However, except as hereinafter provided, employees will not be allowed to carry over more than twenty (20) vacation days from year to year.

Employees who have not been given any opportunities to use their vacation time shall have the right to carry over all unused vacation time to the succeeding year, and will not be required to accept payment in lieu of time off.

It is understood that payments for accrued vacation time in lieu of an employee's taking time off shall only be made on an exception basis and only under the circumstances herein described. Such payments shall not be made to supplement an employee's annual salary.

- i) A regular or permanent part-time employee whose employment is terminated for a reason other than misconduct justifying discharge will receive as a terminal allowance unused accrued vacation time prorated to the employee's termination date. However, an employee whose employment is terminated by resignation and who fails to give Employer three (3) weeks' notice, except in an emergency, will forfeit terminal benefits prorated to the extent such notice is deficient.
- j) Vacation days may be taken in not less than one (1) hour units except those employees who receive a prorated vacation may use whatever fraction of a day results from such prorating.

**7.05 Vacations: Pay**

An employee entitled under Section 7.04 Vacations: Amount will be paid for vacation at the employee's then-regular compensation rate.

**7.06 Vacations: Scheduling**

The vacation period will be the entire year and an employee will, subject to the Employer's operating requirements, have his/her choice of vacation time.

Except as noted, the following procedures shall apply to requests for use of vacation time on or after May 1, 1999:

1. Requests for use of vacation time shall be submitted by April 1 of each year for the twelve (12) month period starting May 1 to April 30 of the following year.
2. Vacation requests submitted at times other than those specified in "1" above will be approved on a first-come, first-serve basis subject to work requirements.
3. Whenever practical, seniority shall be respected in the selection of vacation time. However, except as hereinafter provided, in the event a conflict in scheduling occurs, seniority shall be the determining factor provided both requests are made by April 1.
4. During the three (3) month period of June, July and August, application of seniority to vacation selection shall be restricted to a maximum of two (2) weeks with not less than one (1) week in any given period. The one (1) week minimum shall include any holidays or other paid leave time.
5. Nothing in this provision shall prevent the approval of more than two (2) weeks during June, July and August or the use of less than one (1) week if there is no conflict in scheduling and work requirements allow for such approval.
6. Time periods "a", "b" and "c" below shall be governed by the following criteria for granting requests for time off.

- a. A period which includes the day before and/or the day after Thanksgiving;
- b. The week in which Christmas is observed by the County;
- c. The week following the week in which the County observes Christmas.

Criteria for Granting Requests for Time Off:

- (1) Use of vacation and/or other paid leave time during these three (3) periods shall be rotated in such a manner that whenever possible employees are given an opportunity to have at least one (1) of these periods off in a three (3) year period.
  - (2) In order to be included in the rotation, employees must have at least three (3) years of service as of April 1 of the year in which they request one (1) of the time periods.
  - (3) Rotation shall apply to one (1) of the three (3) time periods in a given year.
7. Requests for use of vacation made and approved on or before January 20, 1998 will not be subject to these procedures.

**7.07 Sick Leave: Entitlement and Amount**

Each regular employee will be credited with paid sick leave at the rate of one (1) day per month of employment up to a maximum of one hundred eighty (180) days. An employee will be paid for sick leave at the employee's regular compensation rate. A permanent part-time employee will be credited with paid sick leave at the rate of four and one-half (4-1/2) hours per month of employment up to a maximum of ninety (90) days.

Full-time employees using nine (9) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first two (2) months of the following year. Full-time employees using seven (7) or eight (8) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.

Employees who have worked an entire calendar year and who have used two (2) days or less of sick leave within that calendar year or who have less than two (2) days without pay due to unavailable paid sick leave time or who have a combination of sick leave and days without pay due to unavailable paid sick leave time totaling two (2) or less days will be granted two (2) additional vacation days the following year.

Full-time employees who worked an entire calendar year and who have used no sick leave and who have not gone without pay due to unavailable paid sick leave time within the calendar year, shall be granted three (3) additional vacation days the following year.

Employees may use a maximum of ten (10) sick days per calendar year to attend to members of their immediate family whose illness requires the care of the employee or which requires the presence of the employee to ensure that medical care is provided. This shall include transporting a member of the immediate family to and from a medical care provider. The definition of immediate family shall be the same as the definition contained in the leave for death in family section. The use of sick leave for the care of members of immediate family shall be subject to the same provisions as use of sick leave for employee illness, i.e., doctor's statements requirements, etc.

Employees will be allowed to use sick leave in a minimum of quarter (1/4) hour units. The use of sick leave will not result in an employee being paid for more time than their normal workday, (i.e., an employee whose normal workday is seven and one-half (7-1/2) hours, works seven (7) hours and twenty (20) minutes and goes home sick ten (10) minutes early, will only be paid for seven and one-half hours (7-1/2) hours {i.e., seven and one-quarter (7-1/4) hours work and one-quarter (1/4) hour sick}.)

#### **7.08 Personal Days**

Each regular employee will be entitled to three (3) paid personal days per year. A permanent part-time employee will receive two (2) paid personal leave days per year. An employee will be paid for such leave at the employee's regular compensation rate.

Personal leave is leave with pay for personal business and is to be taken with departmental approval so as not to interfere with the proper operations of government. An employee will be paid for such leave at the employee's regular compensation rate. Personal leave will not be accumulated from year to year, nor is it intended for use in conjunction with vacation, holidays or supplemental time. Personal leave may be taken in not less than one-half (1/2) day units, except those employees whose first (1st) year's prorated personal leave results in less than a one-half (1/2) day entitlement may use whatever fraction of a day results from such prorating. Regular employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with three (3) personal days. Permanent part-time employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with two (2) personal days. Those full-time employees who enter the employment of Delaware County throughout the year shall have their first (1st) year's personal leave prorated on the basis of 3/12 of a day for each full month remaining in the calendar year. Computation and crediting of such personal leave shall not begin until the first (1st) day of the calendar month following eight (8) weeks of employment. Permanent part-time employees who enter the employment of Delaware County as a permanent part-time employee throughout the year shall have their first (1st) year's personal leave prorated on the basis of one-half (1/2) of a day for each full three (3) month period remaining in the calendar year from the date of employment or reclassification. Computation and crediting of such personal leave shall not begin until the first (1st) day of the calendar month following eight (8) weeks of employment or eight (8) weeks following reclassification.



### **7.09 Leave for Death in Family: Basis and Amount**

A regular employee will be granted up to a total of three (3) days, and a permanent part-time employee up to a total of two (2) days, in connection with the death of the employee's grandparents, father, mother, brother, sister, spouse, child, parent-in-law, grandchildren or legal guardian. A regular employee will be granted three (3) one-half (1/2) days, a permanent part-time employee two (2) one-half (1/2) days, per calendar year to attend the funeral of co-workers or close personal friends. The employee who claims reimbursement for such time will be required to submit evidence of his/her attendance at such funeral. An employee will be paid for such leave at the employee's regular compensation rate.

### **7.10 Meeting Attendance**

Elected Council representatives may attend, without loss of pay, Association meetings which are scheduled during regular work hours to assist them in fulfilling their obligations to members subject to the approval of the Chairman of the Board of Supervisors. As illustration, but not limitation, these meetings include negotiations, legal proceedings and grievance procedure meetings.

### **7.11 Jury Duty Leave: Amount**

Each regular or permanent part-time employee will receive leave for required jury attendance up to thirty (30) days per calendar year. An employee on such leave will be paid the difference between the pay actually received from such attendance and the pay the employee would have received if not on such leave. Jury duty leave applies when an employee is called for an interview even when they are not selected.

When less than one (1) hour exists between the start of an employee's workday and the time an employee is required to report for jury duty, the employee shall not be required to report to work and will be paid jury duty for this time. However, the employee must advise the department that they will not be reporting to work as soon as the employee becomes aware of the start time for jury duty.

When less than one (1) hours exists between the time an employee is released from jury duty and the end of an employee's normal workday, the employee shall not be required to report to work and the employee will be paid jury duty for this time.

Except as hereinafter indicated, employees will be allowed reasonable travel time and time to change clothing prior to reporting for jury duty or prior to reporting for work following jury duty as follows:

- a) When an employee is required to report to jury duty during their normal work day.
- b) When an employee's workday ends shortly before the time they must report for jury duty.

- c) When an employee's workday begins shortly, or has already begun, after they are released from jury duty.

Time to change clothing will normally be limited to thirty (30) minutes and be applicable when an employee wears a uniform or other work clothes not appropriate for jury duty.

When an employee's normal meal period occurs immediately preceding the time they are to report to jury duty, if requested by the employee, they will be scheduled for an earlier meal period.

In the event an employee wants to take additional time off to prepare for jury duty, or they did not want to return to work following the completion of jury duty, and their department head has approved the additional time off, the employee must use other paid leave time to cover this time or may opt to use unpaid leave time.

#### **7.12 Military Leave**

Leave of absence for the performance of duty with the United State Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

### **8. MONETARY BENEFITS: INSURANCE**

#### **8.01 Health Insurance**

The Employer will continue its Blue Cross/Blue Shield coverage Ultra Blue 17 (UB 17) and major medical coverage, Blue Medallion.

Those "old employees" who first join or re-join the traditional Blue Cross Blue Shield plan after December 31, 1997, will contribute to the cost of the traditional plan in the same manner as a new employee.

Contributions to the cost of health insurance for employees hired by the County before October 25, 1995, hereinafter referred to as "old employees" shall be as follows:

Full-time employees shall pay ten percent (10%) of the cost of family or individual coverage under UB 17 and Blue Medallion. If an employee selects an HMO that costs more than the BCBS basic plan, the employee will pay one hundred percent (100%) of the additional cost.

Permanent part-time employees shall pay ten percent (10%) of the cost of individual coverage plus one hundred percent (100%) of the additional cost of family coverage. If an employee selects an HMO that costs more than the BCBS basic plan, the employee will pay one hundred percent (100%) of the additional cost.

Contributions to the cost of health insurance for employees hired by the County on or after October 25, 1995, hereinafter referred to as "new employees", shall be as follows:

### **Full-Time Employees**

- 1) The County's contribution toward the cost of health insurance for full-time employees shall be eighty percent (80%) of the least cost individual plan with or without prescription or eighty percent (80%) of the least cost family plan with or without prescription or a combination thereof.
- 2) A full-time employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same type least cost coverage.

### **Permanent Part-Time Employees**

- 1) The County's contribution toward the cost of health insurance for permanent part-time employees shall be eighty percent (80%) of the least cost individual plan with or without prescription.
- 2) A permanent part-time employee's contribution toward the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same least cost individual coverage.

The co-pay for all HMOs currently offered by the County will be ten dollars (\$10.00), however, the County may offer additional optional HMOs with a higher co-pay.

Effective January 1, 1998, the County will not offer Blue Care Plus to any additional employees, either old or new. Only those employees who have Blue Care Plus coverage on December 31, 1997 may continue such coverage. In the event an employee who has Blue Care Plus coverage on December 31, 1997 switches to another plan on or after 1/1/98, they may not then re-join Blue Care Plus.

Old employees who have Blue Care Plus coverage on December 31, 1997, but who do not switch to another HMO offered by the County on a special re-opening date to be scheduled as soon as practical after the agreement is ratified by both parties, will be required to contribute fifteen percent (15%) of the cost of Blue Care Plus the first full pay period following the special re-opening date.

If these old employees do not switch to another HMO on or before the January 1, 1999 health insurance carriers' re-opening, they will, effective January 1, 1999, contribute to the cost of Blue Care Plus coverage in the same manner as a new employee.

Tier 1 and Tier 2 retirement members who have basic health insurance coverage will contribute any additional amount to the cost of their health insurance equivalent to the added cost of the 75i 1/50th retirement plan over the 75e 1/60th retirement plan provided for in Section 8.04 Retirement.

The County will not pay for double health insurance coverage, i.e., where two employees are eligible to be a dependent on the other's health insurance policy, at the option of the employees, one employee will elect family coverage with the other employee carried as a dependent, or each may elect individual coverage. In the event an employee becomes ineligible for coverage, as the policyholder or as a covered dependent of a policyholder, due to such factors as termination of employment, change in employment status to a position where coverage is not available or divorce, continued coverage will be made available to eligible employees without regard to reopening status, and with no lapse in coverage or disallowance for preexisting conditions.

The County will offer health coverage through one or two Health Maintenance Organizations (HMOs) as an alternative to the basic UB 17 Blue Medallion and prescription plan. Employees will pay any additional cost associated with selection of an HMO versus the basic plan.

The Employer shall continue to provide a prescription drug program as described in Appendix "A" of this agreement.

The County will continue a premium only pre-tax program pursuant to Section 125 of the Internal Revenue Code for as long as such program is permitted under law.

During the life of the contract, the parties will review the pre-tax program to determine if additional items should be added, such as child care and unreimbursed medical expenses.

#### **8.02 Plan/Carrier Change**

During the duration of this agreement the County shall have the right to change health insurance plans and/or carriers provided any new plan adopted must provide the same or improved benefits and the cost of the proposed plan is the same or less than the plan in effect at the time this agreement is executed. Any known increases in the cost of the existing plan will be taken into consideration when comparing the cost of the proposed plan to the cost of the existing plan. Prior to any new plan being adopted, the Association will be given the opportunity to review the proposed plan and reject same if it does not provide the same benefits as contained in the existing plan and/or the cost of the proposed plan exceeds the cost of the existing plan. A change in health insurance plans and/or carriers could include a self-funded plan.

#### **8.03 Prescription/Dental Plans**

The County shall have the right to change individual employees or all of the employees in the bargaining unit to a three dollar (\$3.00) co-pay for generic drugs and a six dollar (\$6.00) co-pay for brand name prescription card drug program if the cost of the current prescription reimbursement plan exceeds the cost of providing a card. (See Appendix A)

In making the decision to change an individual or all employees to a prescription card program, the County will take into consideration a minimum of a six (6) month period to determine if the cost of reimbursement exceeds the cost of providing a card. Individuals who are switched from the reimbursement program to a card will not be required to contribute to the cost of such card, but shall be required to pay the three dollars (\$3.00) or six dollars (\$6.00) co-pay. In the event all employees in the bargaining unit are switched to a card, current employees will be required to contribute ten percent (10%) of the cost of the card and new employees will be required to contribute twenty percent (20%) of the cost of the card. The County shall have the right to change individuals or all employees from a card back to the prescription reimbursement program. In making the decision to change an individual or all employees from a card to the reimbursement program, the County will take into consideration at least a six (6) month period when an employee(s) was covered by a card. All changes from the reimbursement program to a card or visa versa will only occur on the January 1 or July 1 reopening date.

Employees who are covered by the reimbursement program shall have the right to switch to a card at the last reopening date prior to the date of their retirement.

The County will continue to provide an optional dental plan for as long as the County can obtain such a plan through a carrier.

If an employee elects the dental plan instead of the prescription plan, and the dental plan costs more than the prescription card plan offered by the County, the employee will pay one hundred percent (100%) of the difference in the cost of the dental plan and the prescription card plan.

If an employee elects to have both the prescription and dental plans, the employee will pay one hundred percent (100%) of the cost of the dental plan.

An employee can only change his/her election regarding prescription or dental plan on January 1st of each year.

#### **8.04 Life Insurance**

Employer will continue to provide a death benefit as outlined in the State Retirement Plan. The life insurance plan will be that plan selected by the employee according to the available options.

#### **8.05 Retirement**

The County will continue plan 75i for Tier 1 and Tier 2 members. Employer will provide option 41(j) under the New York State Retirement System.

Employees employed on or after July 27, 1976 are covered by retirement plans mandated by the New York State Retirement System, i.e., Tier 3 and Tier 4, and must, as required by the New York State Retirement System, contribute to the cost of said plan.

#### **8.06 Hospitalization: Retired Employees**

The Employer will cover employees who retire directly from the County service with the County's then-current health insurance plan or plans with the cost of the policy paid fully by the retiree.

## **9. MONETARY BENEFITS: MISCELLANEOUS**

### **9.01 Terminal Benefits**

A regular or permanent part-time employee whose employment is terminated for a reason other than misconduct justifying discharge will receive as a terminal allowance, unused accrued vacation time prorated to the employee's termination date. However, an employee whose employment is terminated by resignation and who fails to give Employer three (3) weeks' notice, except in an emergency, will forfeit terminal benefits prorated to the extent such notice is deficient.

### **9.02 State Disability**

The County shall have the right to self-insure Off-the-Job disability provided any plan instituted shall provide the same benefits as the current plan. Prior to instituting a self-insured plan, the Association shall be given the opportunity to review said plan to insure that the benefits are the same as the current plan. The change to a self-insured plan shall only go into effect if the other unions who represent County employees agree to such a change.

Employee contributions to the current disability plan or self-insured plan shall be the maximum allowed under New York State Off-the-Job Disability regulations.

The parties agree to form a joint committee to review the County's Off the Job Disability Plan (OJDP).

#### **1. Joint Committee: Composition**

A reasonable number of representatives from all participating unions and management. Association representatives will be appointed by the local council chairperson.

#### **2. Joint Committee: Purpose**

- a. To consider a self-insured plan which mirrors the existing OJDP. This provision shall not limit the County's rights to self-insure the existing OJDP pursuant to subparagraph "1".
- b. To consider an extended sick leave plan as an alternative to the existing OJDP.
- c. To develop recommendations regarding "a" or "b" and submit same to the County and participating unions for consideration.

3. Any recommendations made by the Joint Committee shall not be binding on the County or the Association. Such recommendations will be submitted to the local council chairperson and the Personnel Officer for consideration.

4. Neither Association or County representatives shall be obligated to support such recommendations. It is also understood that there is no prior implied commitment or expectation that either the Board of Supervisors or the Association shall approve any recommendations of the Joint Committee.

### **9.03 Transportation**

Employer will continue to provide each employee with a County car. Employer will also continue to pay for maintenance on County cars and provide each employee with gasoline charge cards.

The Employer will, at its discretion, make a County car available at the time of hire or pay mileage at a rate established by the Delaware County Board of Supervisors, which shall not be less than twenty-eight cents (\$.28) per mile, to all employees hired after April 23, 1986. In the event a County car is temporarily unavailable to an employee hired prior to April 23, 1986, said employee will be paid mileage specified herein except reimbursement will not be made for normal commuting to and from work. Documented parking fees and tolls shall be reimbursed if actually and necessarily incurred while on County business. Such reimbursement of tolls and parking fees shall be applicable when an employee is operating a County or personal vehicle. Any increase in the mileage reimbursement approved by the Board of Supervisors shall apply to the employees covered by this agreement.

The Employer may require employees hired after April 23, 1986 to house County automobiles at the employee's home office during non-working hours. It is recognized that the Employer may, from time to time, waive this requirement but may reinstitute it upon reasonable written notice to the employee.

### **9.04 Inclement Weather**

An employee will suffer no loss of wages due to a closing of the employee's work location in an emergency, as declared by the Chairman of the Board of Supervisors or the Chairman's designee.

If any roads within the County are closed by the Sheriff and such closure prevents an employee from reporting to work, and the employee obtains permission from the Director of Patient Services or designee to complete paperwork at home, the employee shall suffer no loss of pay for such time. Employees shall report to work as soon as roads are reopened by the Sheriff.

If an employee desires to leave work early due to an impending closure of County roads by the Sheriff and such closure would prevent an employee from returning home at their usual time, and the employee obtains permission from the Director of Patient Services or designee to complete paperwork at home, the employee shall suffer no loss of pay for such time.

If an employee is unable to report to work at his/her normal starting time because of inclement weather, and the employee obtains permission from the Director of Patient Services or designee to complete necessary paperwork at home, the employee shall suffer no loss of pay for such time. Employees shall report to work as soon as weather conditions permit. This provision shall be limited to a maximum of three (3) occurrences in a calendar year.

If an employee does not obtain permission from the Director of Patient Services or designee to complete paperwork at home pursuant to this section, or if they have no paperwork to complete, or they have already obtained permission to complete paperwork at home three times pursuant to the fourth section of this section, the employee will be required to use the following paid leave time to cover their absences: compensatory time, personal time or vacation time.

If an employee desires to leave work early due to inclement weather and not due to road closure, and the employee obtains permission from the Director of Patient Services or designee to leave early, the employee will be required to use the following paid leave time to cover their absences: compensatory time, personal time or vacation time.

Permission under this provision shall not be unreasonably denied.

#### **9.05 Experience Differential**

A regular or permanent part-time employee who has had previous verifiable non-public health nursing experience may, at the discretion of the Personnel Officer, and at the time of hire only, be placed on an increment step under Schedule A as follows:

Two (2) years but less than four (4) years .....	Step 1
Four (4) years but less than five (5) years .....	Step 2
Five (5) years or more experience .....	Step 3

A regular or permanent part-time employee who has had previous verifiable public health nursing experience may, at the discretion of the Personnel Officer, and at the time of hire only, be placed on an increment step under Schedule A as follows:

One (1) year but less than two (2) years .....	Step 1
Two (2) years but less than three (3) years .....	Step 2
Three years or more experience .....	Step 3

#### **9.06 Tuition Refund**

After one (1) year of employment with the Employer, the Employer will reimburse an employee at the end of each semester for:

1. 100% of the cost of tuition, fees and books for coursework, provided:
  - a. Coursework is successfully completed;
  - b. Courses are either:
    - (1) Directly related to improvement of job performance whether or not such courses are part of a course of study leading to a bachelor's degree in professional nursing;
    - (2) Required courses (as opposed to elective courses) that are an integral part of a course of study leading to a bachelor's degree in professional nursing.
  - c. All courses described in "b" above or substantially equivalent courses shall not have been successfully completed previously.



2. 75% of the cost of tuition, fees and books for elective coursework provided:

- a. Elective coursework is successfully completed;
- b. Documentation is provided that the elective coursework is an integral part and requirement of a course of study leading to a bachelor's degree in professional nursing and that such elective requirements have not been met previously. In the event an employee fails to complete his or her bachelor's degree while employed by the County, he/she shall be required to repay the County for any tuition, fees and books reimbursed for elective courses.

The Employer shall not be obligated to reimburse for more than a total of twelve (12) such credit hours per semester. An employee desiring reimbursement under this section shall submit a written request for prior approval to the Director of Patient Services.

### **9.07 Benefits Retention**

Employees with one (1) or more years of prior employment with the Employer and whose employment is terminated for a reason other than misconduct, if re-employed by Employer within three (3) years of the last day of work, shall be placed on the appropriate step of the salary schedule corresponding to the employee's years of prior service, and that service shall also be counted in computing future vacation allowance. No other monetary benefits shall be seen as applicable to this provision.

### **9.08 On-Call**

Employees who are on-call will be compensated as follows:

There shall be two (2) on-call rates: one (1) for normal workdays worked during the employee's normal workweek and one (1) for scheduled or approved paid or unpaid days off. On-call rates for days taken off during the employee's normal workweek but not previously scheduled or approved will be paid at the normal workday rates.

Hourly on-call workday rates will be computed by taking ten percent (10%) of the average hourly base rates for the titles of RN, PHN, and SPHN and rounding to the nearest cent, i.e.:

Title	Base Hourly Rates			
	1998	1999	2000	2001
RN	\$14.16	\$14.55	\$14.99	\$15.51
PHN	\$15.23	\$15.65	\$16.12	\$16.68
SPHN	\$17.80	\$18.29	\$18.84	\$19.50
	\$47.19	\$48.49	\$49.95	\$51.69

1998: \$47.19 divided by 3 = \$15.73/hour x 10% = \$1.57.

1999: \$48.49 divided by 3 = \$16.16/hour x 10% = \$1.62.

2000: \$49.95 divided by 3 = \$16.65/hour x 10% = \$1.67.

2001: \$51.69 divided by 3 = \$17.23/hour x 10% = \$1.72.

Day off on-call rates will be computed using the same method except 15% will be used instead of 10%. (1998: \$2.36/hour; 1999: \$2.42/hour; 2000: \$2.50/hour; 2001: \$2.58/hour)

For the purposes of determining whether the workday or day off on-call rates apply to a particular period of time, a day shall be defined as a 24 hour period starting at 12:00 a.m.

Example:

Friday (workday) ends at 11:59 p.m. Saturday (day off) starts at 12:00 a.m. Sunday (day off) ends at 11:59 p.m. Monday (workday) starts at 12:00 a.m.

Employees will have the option of receiving compensatory time instead of pay if the department head agrees. Compensatory time will be calculated by dividing the on-call rate by the employee's hourly rate and rounding to the nearest quarter hour.

Employees who do not respond to a call during an on-call period will not be paid on-call pay for that period. The County has the right to discipline employees who do not respond to calls during an on-call period. Hours on-call will not be considered as hours worked for the purposes of computing overtime. However, when an employee is called in to work, all hours actually worked will be used in determining eligibility for overtime.

**9.09 Direct Deposit**

The County shall continue to provide direct deposit of employees' paychecks.

**9.10 Cellular Phones**

No later than January 31, 1999, the Employer will provide cellular phones to employees who request them, when the employee:

1. Is on-call and normally required to make home visits;
2. Must travel in areas of the County where other communication is limited;
3. Must go to homes where telephones are not available and/or where there are safety concerns;
4. Must travel in weather conditions which could result in the employee being stranded in an isolated area.

When requests for cellular phones exceed the supply, the Public Health Director/Director of Patient Services or his/her designee shall distribute available phones based first on employee safety. Initially the department will make five (5) cellular phones available for use.

**10. UNPAID TIME OFF**

**10.01 Meal Period**

An employee will have a one (1) hour or one-half (1/2) hour meal period, without work responsibility at a reasonable time each day. This period will not be considered time worked.

### **10.02 Leave of Absence: Basis and Amount**

Unless otherwise required by Family Medical Leave Act (FMLA) on application as required by Section 10.03 Leave of Absence: Procedure, a regular or permanent part-time employee who has completed one (1) year of continuous employment with Employer will be granted unpaid leave of absence (a) up to twelve (12) months for maternity or child care; (b) up to twelve (12) months for education at an accredited educational institution; and (c) in other amounts for other purposes as agreed to with Employer. An employee on leave pursuant to this paragraph will not accrue any benefits under this agreement, but will retain all previously accrued benefits.

At the option of the employee, appropriate accrued benefit time (vacation, personal, sick leave, compensatory and/or gap time and accrued unused holidays) may be used with unpaid leave taken under the Family Medical Leave Act (FMLA) provided such leave is properly requested and documented. The use of paid sick leave in conjunction with FMLA leave for the care of family members will be subject to the requirements and limitations provided in Section 7.07 Sick Leave: Entitlement and Amount of this agreement. Paid leave time used in conjunction with FMLA leave time will not count as part of an employee's entitlement under FMLA.

### **10.03 Leave of Absence: Procedure**

An employee desiring leave of absence under Section 10.02 Leave of Absence: Basis and Amount will, except in an emergency, apply for it on a form to be provided by Employer four (4) weeks in advance of the desired starting date. In an emergency, the employee will so apply at the earliest reasonable date.

### **10.04 Leave of Absence: Limitation**

An employee who obtains a leave of absence or extension by false pretense, or who, without a reasonable and valid excuse and diligent effort to notify Employer in advance, fails to report for work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned.

## **11. HEALTH AND SAFETY**

### **11.01 Employer Obligation**

Employer will observe all applicable health and safety laws and regulations and consistent with its established practice, will take all steps reasonably necessary to assure employee health and safety.

Further, at the option of the employee, the Employer will pay for the cost of the then current protocol as recommended by the New York State Department of Health or AZT medication and clinically recommended combination of drugs as prescribed by the employee's physician, up to a maximum of six (6) weeks, if the employee incurs an occupational exposure involving an individual who is confirmed to be HIV positive.

### **11.02 Employee Obligation**

Every employee will observe all applicable health and safety laws and regulations and will comply with all Employer health and safety rules and instructions.

### **11.03 Health Examination**

Employer will, at its expense, provide each employee with a pre-employment and biannual physical examination (including chest x-ray and laboratory work) to be conducted by employee's personal physician. An employee will be allowed two (2) hours off-duty for said physical. If state regulations require more frequent physical examinations, the Employer shall provide them.

At the option of the employee, the County will offer and provide, at County expense, blood titers following the HBV vaccination series required by OSHA as follows:

- a) New employees: A blood titer at the appropriate time after the initial three shot vaccination series.
- b) If, in the future, an additional booster(s) are recommended by the New York State Department of Health, a blood titer will be done at the appropriate time after the booster(s).
- c) Employees who opt not to take advantage of a blood titer shall be required to sign a waiver for the County.

## **12. BUSINESS OR EMPLOYMENT INTERRUPTION**

Neither any employee nor the Association shall engage in a strike, and the Association shall not cause, instigate, encourage or condone a strike.

## **13. GRIEVANCE ADJUSTMENT**

### **13.01 Scope**

Except as otherwise provided in this agreement, every grievance either Association (or any employees) or Employer may have with each other arising from application or interpretation of this agreement, or otherwise, will be adjusted as stated in Sections 13.02 Informal Discussion through 13.05 Procedure and Time Limits: Step Three.

### **13.02 Informal Discussion**

- A. Within a period of five (5) working days after the occurrence of a grievance dealing with a non-monetary claim, or within ten (10) days after receipt of payment upon which a monetary claim is based, any employee may discuss the matter informally with his/her supervisor in an attempt to settle the grievance.
- B. Alternately, the aggrieved party may submit his/her grievance to the Grievance Committee of the Association who, if determining the grievance to be a valid one, will present it in writing to the supervisor within the time limits specified in 13.02-A.
- C. The supervisor shall inform the aggrieved party or his/her designated representative of his/her decision in writing within five (5) working days after the grievance was presented. A written decision shall not be necessary if the grievance has not been presented by the Grievance Committee.

### **13.03 Procedure and Time Limits: Step One**

If the employee is not satisfied with the disposition of the matter by his/her supervisor, he/she may, within five (5) working days after the supervisory disposition, personally or on his/her behalf by an authorized Association representative, present a detailed statement in writing of his/her grievance to his/her department head. Within three (3) working days after the receipt of such statement, the matter will be reviewed by the Association Grievance Committee composed of not more than three (3) representatives and the Department Head. Within three (3) working days after the completion of such review, the Department Head will advise the Association of its disposition in the matter.

### **13.04 Procedure and Time Limits: Step Two**

If the disposition is not satisfactory to the Association, it will so advise the County, through the Clerk of the Board of Supervisors, within three (3) working days thereof, in which event the matter will be presented to the County Representative who will meet to discuss the issue further with the Grievance Committee of the Association.

### **13.05 Procedure and Time Limits: Step Three**

In the event that such grievance is not then disposed of, it may be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after its referral to arbitration, then an appointment shall be made in accordance with the following:

- A. Either party shall secure a list of five (5) candidates to be named by the New York State PERB.
- B. The parties shall meet and the party requesting arbitration selects from said list the candidate to be eliminated as an arbitrator; then the other party makes a selection from said list as to a candidate to be eliminated as an arbitrator. This continues with the parties alternately making selections until only one (1) candidate remains and he/she is deemed to be the arbitrator appointed by the parties.
- C. The fees and expenses of the arbitrator, if any, shall be borne equally by the parties. The Association and the County shall bear the expense of their respective witnesses and any other expenses they may incur.
- D. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provisions of the agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate the power and authority given by law to the County.

## **14. MANAGEMENT RIGHTS**

Subject to applicable law, Employer has both legal responsibility and sole right to manage its business and, except as limited in this agreement, to (a) hire, assign, transfer,

promote, demote, schedule, layoff, recall, discipline and discharge its employees and direct them in their work and (b) control all Employer property.

## **15. MISCELLANY**

### **15.01 Definitions**

As used in this agreement and except as otherwise clearly required by its context:

- A. "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- B. "Employer" means the County of Delaware;
- C. "Association" means the New York State Nurses Association;
- D. "employee" means an employee covered by paragraph 1.

### **15.02 Non-Discrimination**

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment, because of race, color, creed, national origin, sex, age, disability, marital status or activity on behalf of the Association.

### **15.03 Meetings**

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this agreement.

### **15.04 Notices to Parties**

Any notice required to be served on Employer under this agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person at such address as Employer may designate by written notice served on Association.

Any notice required to be served on Association under this agreement will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York, 12110, or to such other person and at such address as Association may designate by written notice served on Employer.

### **15.05 Agreement Construction**

Paragraph titles throughout this agreement are merely editorial identifications of their related text and do not limit or control that text.

### **15.06 Separability**

This agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

### **15.07 Notice to Employees**

Employer will provide each employee with a copy of this agreement (to be supplied by Association) and any stated personnel policies supplemental thereto,

and will provide each employee at the time of appointment, transfer or promotion with written confirmation of such personnel action and the job description and regular compensation rate of the position to which the employee is appointed, transferred or promoted.

### **15.08 Succession**

This agreement binds the parties and their operational successors or assigns.

### **16. AMENDMENT**

This agreement may be amended or supplemented only by further written agreement executed by the parties.

### **17. EFFECTIVE DATE AND DURATION**

This agreement, except as otherwise stated, will be effective as of 12:01 a.m. January 1, 1998 and will remain effective until 12 midnight December 31, 2001, and from year to year thereafter unless terminated as provided in Article 18.

ANY PART OF THIS AGREEMENT WHICH REQUIRES LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY LAW AMENDMENT OR BY APPROPRIATION OF ADDITIONAL FUNDS WILL BE EFFECTIVE ONLY ON APPROVAL BY THE APPROPRIATE LEGISLATIVE BODY, BUT NOTHING IN THIS SENTENCE WILL PREVENT SUCH BODY'S MAKING ANY SUCH APPROVAL, ENABLING LEGISLATION OR APPROPRIATION RETROACTIVE.

### **18. TERMINATION**

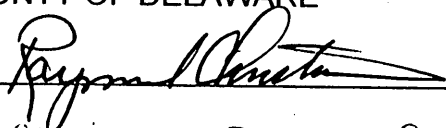
This agreement may be terminated effective 12 midnight December 31, 2001 by written notice from either party, delivered to the other not later than August 31, 2001 of intent to modify or terminate it and may be terminated effective 12 midnight any subsequent December 31 by similar written notice delivered to the other party not later than the preceding August 31. Notice of intent to modify will be equivalent to notice of intent to terminate.

### **EXECUTION**

Signed by Employer and Association.

COUNTY OF DELAWARE

By



Title Chairman, Board of Supervisors

Date

9/22/98

NEW YORK STATE NURSES ASSOCIATION

By



Director,

Title Economic and General Welfare Program

Date

9/16/98

## SCHEDULE A

### Base Compensation Rates

A-1.01 Hourly base compensation rates shall be as follows:

Effective	RN Base	1	2	3	4	5
1/98	\$14.16	\$14.74	\$15.32	\$15.88	\$16.45	\$17.02
1/99	\$14.55	\$15.15	\$15.74	\$16.32	\$16.90	\$17.49
1/00	\$14.99	\$15.60	\$16.21	\$16.81	\$17.41	\$18.01
1/01	\$15.51	\$16.15	\$16.78	\$17.40	\$18.02	\$18.64

Effective	PHN Base	1	2	3	4	5
1/98	\$15.23	\$15.80	\$16.38	\$16.94	\$17.52	\$18.09
1/99	\$15.65	\$16.23	\$16.83	\$17.41	\$18.00	\$18.59
1/00	\$16.12	\$16.72	\$17.33	\$17.93	\$18.54	\$19.15
1/01	\$16.68	\$17.31	\$17.94	\$18.56	\$19.19	\$19.82

Effective	SPHN/DP Base	1	2	3	4	5
1/98	\$17.80	\$18.36	\$18.93	\$19.50	\$20.07	\$20.65
1/99	\$18.29	\$18.86	\$19.45	\$20.04	\$20.62	\$21.22
1/00	\$18.84	\$19.43	\$20.03	\$20.64	\$21.24	\$21.86
1/01	\$19.50	\$20.11	\$20.73	\$21.36	\$21.98	\$22.63

Personnel employed prior to July 1 of any calendar year shall be considered for a "step" increase on the January 1 date, following their employment, as having had one (1) year of service. Personnel employed after July 1 of any calendar year shall, on the January 1 date following their employment, receive one-half (1/2) of the regular "step" increase, and one-half (1/2) of the regular "step" increase on the following July 1. They shall advance to the next regular "step" on the January 1 date following their employment.

A-1.02 A permanent part-time employee shall receive a proportionate benefit under Section A-1.01.

A-1.03 Longevity Pay

Effective January 1 of the year in which a regular full-time employee reaches twenty (20) years of continuous full-time or permanent part-time service, one thousand dollars (\$1,000) will be added to his or her annual salary. Permanent part-time employees will receive a prorated amount of the one thousand dollars (\$1,000) to be computed as follows: divide one thousand dollars (\$1,000) by the total number of normal work hours in a year (i.e., a 37-1/2 hour week in 1990 equals 1957.5 hours. \$1,000 divided by 1957.5 equals \$.5109 per hour to be added to a permanent part-time employee's hourly rate).

The one thousand dollar (\$1,000) longevity or prorated hourly amount will not be added to an employee's annual salary or hourly rate in computing future raises, but will be considered part of an employee's salary or hourly rate for other purposes (i.e., overtime, etc.).



**APPENDIX "A"**  
**COMPREHENSIVE PRESCRIPTION**  
**DRUG PROGRAM**  
**DELAWARE COUNTY**  
**PRESCRIPTION DRUG BENEFITS**

What is Covered

Covered Drug Charges incurred while insured and on account of accidental bodily injury or sickness not connected with employment with any employer.

What are Covered Drug Charges

Covered drug expenses consist of charges for the following items when dispensed upon written prescription:

1. Legend drugs (as defined)
2. Insulin
3. Syringes
4. Birth Control Pills

How Much

You will be reimbursed at the rate of one hundred percent (100%) for Covered Drug Charges incurred during a calendar year in excess of a co-pay of one dollar (\$1.00) per generic drugs and three dollars (\$3.00) for brand name drugs.

Effective July 1, 1998, you will be reimbursed at the rate of one hundred percent (100%) for Covered Drug Charges incurred during a calendar year in excess of a co-pay of three dollars (\$3.00) per generic drugs and six dollars (\$6.00) for brand name drugs

Definitions

Legend Drug shall mean any drug or medicine which is required to bear the legend "CAUTION: Federal Law Prohibits Dispensing Without a Prescription" or a similar wording.

Physician shall mean a legally qualified doctor of medicine, a doctor of osteopathy, or a podiatrist, who is legally licensed to prescribe medications within the scope of that license.

Dentist shall mean a doctor of dental surgery or dental medicine who is legally licensed to prescribe medications within the scope of that license.

Prescription order shall mean the request for each separate drug or medication by a physician or dentist as herein defined and each authorized refill of such request.

Family shall mean spouse and/or unmarried dependent child (including step-children or legally adopted children) from birth up to age nineteen (19) or up to age twenty-five (25) if such a child is a full-time student. In addition, coverage is extended to include unmarried children nineteen (19) years of age or older who are incapable of self-support by reason of physical or mental disability and who becomes so incapable before reaching age 19.

### Not Covered

Covered drug expenses shall not include charges incurred for drugs or supplies without a prescription nor for:

1. drugs or supplies dispensed or furnished by a rest home, sanitarium or other similar institution;
2. beauty aids, cosmetics and dietary supplements;
3. professional charges for administration of prescription legend drugs or insulin;
4. any charge for therapeutic devices or appliances, i.e., support garments and other non-medical substances, regardless of their use;
5. medicines furnished an in-patient confined to a hospital or extended care facility;
6. supplies which the insured person incurs no charge or is not legally obligated to pay;
7. drugs provided by a physician, dentist or podiatrist incidental to their professional services rendered to the patient.

### How Does It Work

1. Member will pay for the prescription drug, insulin, syringes and/or birth control pills and obtain an appropriate receipt. Your receipt must bear the name of the patient, name of member, prescription drug name, quantity, cost and date of fill. Member must affix his/her social security number and the words "Delaware County" to the bottom of the receipt.
2. Member will submit a copy of the receipt along with a prescription reimbursement request form to the Delaware County Personnel Office. The Personnel Office is to provide the reimbursement request form.
3. Reimbursement will be made direct to the member by the Delaware County Treasurer's Office following review and approval of required documentation by the Personnel Office.

Members will be reimbursed as soon as practical and will receive one hundred percent (100%) of cost less one dollar (\$1.00) or less three dollars (\$3.00) per prescription, whichever is applicable. Effective July 1, 1998, members will be reimbursed as soon as practical and will receive one hundred percent (100%) of cost less three dollars (\$3.00) or less six dollars (\$6.00) per prescription, whichever is applicable.

### Plan Effective Date

This plan will be retroactive to March 1, 1983 and will continue for the life of the current collective bargaining agreement between the New York State Nurses Association and Delaware County.

EMW/gjb; 3/17/86; revised 3/27/89  
CLM/tee; revised 2/2/96, 3/16/98

**LETTER OF UNDERSTANDING**  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF DELAWARE

REGARDING PROCESSING OF PRESCRIPTION CLAIMS

This Letter of Understanding modifies the collective bargaining agreement between the parties dated January 1, 1998 - December 31, 2001. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The County will process claims for reimbursement of prescriptions purchased submitted, pursuant to Appendix A of the agreement between the parties, in the most confidential manner practical. Information regarding specific drugs purchased will be maintained in the Personnel Office with access to this information limited to those individuals who need to know.

Signed by Employer and Association.

COUNTY OF DELAWARE

By

*Raymond Christ*  
Chairman

Title Board of Supervisors

Date

9/22/98

NEW YORK STATE NURSES ASSOCIATION

By

*Cecilia S. Cunningham*  
Director

Title Economic and General Welfare Program

Date

9/16/98

**LETTER OF UNDERSTANDING**  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF DELAWARE

This Letter of Understanding modifies the collective bargaining agreement between the parties dated January 1, 1998 - December 31, 2001. Except as modified herein, the collective bargaining agreement remains in full force and effect.

For purposes of this Letter of Understanding, regular full- time and permanent part-time employees employed on or after the date the 1988 contract is executed shall be referred to as "New Staff." Regular full-time and permanent part-time employees employed before the date the 1988 contract is executed shall be referred to as "Current Staff."

It is hereby agreed by the parties that the Employer will meet state mandated non-supervisory on-call requirements utilizing per diem employees. However, whenever adequate on-call coverage cannot be maintained utilizing per diems, the New Staff will provide such coverage to the extent necessary to meet mandated coverage requirements. Current staff will be utilized only after all other prior means have been exhausted.

If it is necessary to assign call to new staff such assignments will be rotated on a weekly basis whenever possible.

If it is necessary to assign on-call to Current Staff, such assignment will first be given to any Current Staff who have indicated in writing that they want to volunteer for such assignments based on seniority. In the event no or insufficient Current Staff indicate a desire to be given such assignment, remaining assignments will be rotated among Current Staff based on reverse seniority on a weekly basis in such a manner as to evenly distribute these assignments among the Current Staff not volunteering for such assignments.

Nothing in this Letter of Understanding will be construed as preventing the Director of Patient Services from utilizing Current Staff to provide mandated on-call and work requirement as needed in an emergency situation where such coverage cannot be provided by other means.

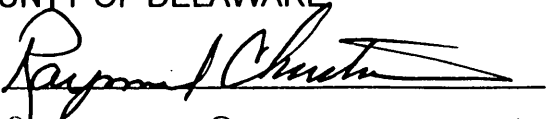
The Association agrees not to initiate or pursue any action including but not limited to action involving the Delaware County Tripartite Board, the State PERB or a court of law to have a determination made that per diem nurses are or should be a part of the bargaining unit.

The Supervising Public Health Nurse shall continue the present system of sharing call.

Signed by Employer and Association.

COUNTY OF DELAWARE

By



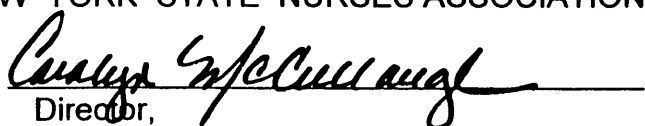
Title Chairman, Board of Supervisors

Date

9/22/98

NEW YORK STATE NURSES ASSOCIATION

By



Director,  
Title Economic and General Welfare Program

Date

9/16/98